

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Sep 22, 2016

Action Requested By: Police

Agenda Type: Resolution

Subject Matter:

Agreement between the Huntsville Police Department and the North Central Alabama Highway Safety Office (NAHSO).

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Cost Reimbursement Agreement with the North Central Alabama Highway Safety Office (NAHSO), in the amount of \$130,000.00 for traffic enforcement duties.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement will provide 100% reimbursement of officers' overtime salary plus allowable fringe benefits for traffic enforcement duties up to \$130,000.00.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: _____

Mark M. Mung

Date: 9/9/2016

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Police

Council Meeting Date: 9/22/2016

Department Contact: Tamara Doyle

Phone # (256) 427-7130

Contract or Agreement: Agreement between NAHSO and the City of Huntsville, Alabama

Document Name:

City Obligation Amount: 0

Total Project Budget: 130,000.00

Uncommitted Account Balance:

Account Number:

Procurement Agreements

| | |
|------------------|------------------|
| <u>Select...</u> | <u>Select...</u> |
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Grant-Funded Agreements

| | |
|------------------|--|
| <u>Select...</u> | Grant Name: <input style="width: 90%;" type="text"/> |
|------------------|--|

| Department | Signature | Date |
|---|---------------------|------------------|
| 1) Originating | <i>Mark M. Mung</i> | <i>9/9/2016</i> |
| 2) Legal | <i>[Signature]</i> | <i>9/13/2016</i> |
| 3) Finance | <i>[Signature]</i> | <i>9-13-16</i> |
| 4) Originating | | |
| 5) Copy Distribution | | |
| a. Mayor's office (1 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| | | |

RESOLUTION NO. 16-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor is hereby authorized to enter into an Agreement between the North Central Alabama Highway Safety Office and the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Agreement between the North Central Alabama Highway Safety Office (NAHSO) and the City of Huntsville, Alabama for Overtime Traffic Enforcement Funds" consisting of Four (4) pages, and the date of September 22, 2016 appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 22nd day of September, 2016.

President of the City Council
Of the City of Huntsville,
Alabama

ADOPTED this the 22nd day of September, 2016.

Mayor of the City of Huntsville,
Alabama

North Alabama Highway Safety Office

P.O. Box 1300 Russellville, Alabama 35653 Phone 256-332-138 or 256-332-1144 FAX 256-332-1107

Agreement for Project(s) Funds

This agreement is entered into by the North Central Alabama Highway Safety Office hereinafter referred to as NAHSO and the Town/City/County of Huntsville, here in after referred to as AGENCY, for 100% funded salary plus allowable fringe (FICA ONLY) overtime/straight time funds to be expended from **01, October 2016 to 03, September, 2017. All final reimbursements must be submitted to NAHSO by September 15, 2017. Any claim that is received after September 15, 2017 is subject to NOT be reimbursed by NAHSO**

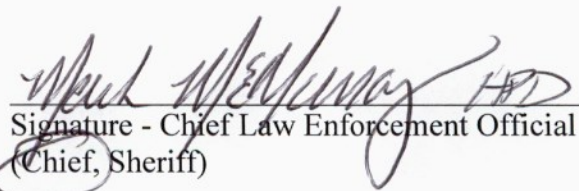
This funding is made available to your department under an approved grant # **17-SP-PT-003 (402 STEP) and /or 17-Hd-M5-003 (High Visibility Alcohol Enforcement Project)** between NAHSO and The State of Alabama Department of Economic and Community Affairs - Law Enforcement Traffic Safety Section. The catalog of Federal Domestic Assistance (CFDA) number for 402 STEP is: **20.600** & High Visibility Enforcement CFDA Number is: 20.616. Your AGENCY has been allocated funding not to exceed the following totals.

| <u>Project Name</u> | <u>Grant Number</u> | <u>Amount</u> |
|-------------------------------|---------------------|-----------------------------|
| 402 STEP | <u>17-SP-PT-003</u> | \$65,000.00 |
| High Visibility Alcohol | <u>17-Hd-M5-003</u> | \$65,000.00 |
| TOTAL FUNDS AVAILABLE: | | <u>\$ 130,000.00</u> |

Each project requires a separate monthly reimbursement to be submitted to NAHSO.

The Chief Law Enforcement Official or his/her designee of the AGENCY is the official voting representative on the NAHSO Enforcement Committee. This person will be responsible for attending meetings, submitting required reimbursement documentation, and submitting project(s) activity reports to NAHSO as well as the overall project coordination from within their department. The AGENCY agrees to send the appointed coordinator to all meetings of the enforcement committee held under this project and to abide by the committee policies and procedures as outlined in the committee manual. If the department representative is someone other than the Chief Law Enforcement Official, this person must be identified and approved by the Chief Enforcement Official below.

NAHSO Designated Representative


Signature - Chief Law Enforcement Official
(Chief, Sheriff)

All departmental reimbursements must be submitted to NAHSO on or before the 15TH of the month in which the activities occurred. Suspension of funds, until all documentation is received, can occur for those departments not meeting this deadline. **Note: All final reimbursements must be**

submitted to NAHSO by September 15, 2017. Any claim that is received after September 15, 2017 is subject to NOT being reimbursed by NAHSO

The AGENCY agrees to maintain an acceptable amount of activity, while working on highway safety program(s).

The AGENCY may use up to a maximum of 20% of their funds for project administrative/educational purposes

The AGENCY is solely responsible for the acts and omissions of its employees and agents. This agreement does not establish an agency relationship between the AGENCY and NAHSO or the Franklin County Commission, or ADECA/LETS. To the extent permitted by law, the AGENCY shall indemnify and hold harmless NAHSO and the above and below mentioned entities/persons from all claims of personal injury or death and property damage arising from the performance of this agreement by the AGENCY, its agents and employees, including expenses, attorney fees and costs incurred by NAHSO/Franklin County Commission in their investigation and defense of such claims.

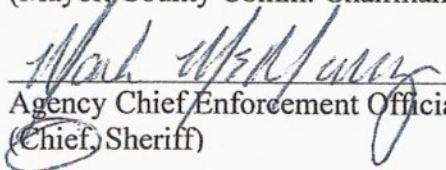
NAHSO agrees to reimburse the AGENCY for actual enforcement/administrative hours worked under this project; provided the hours worked are documented in accordance with this agreement and the agencies own straight time/overtime policy is followed. **Final approval for any request for project funds will be solely at the discretion of ADECA/LETS in accordance with funding guidelines as outlined within the by this agreement. Either party can terminate this agreement for any reason, such as any act of breach of contract, as long as a 30 day written notice is given by the terminating party.**

During project year, all AGENCY'S funding will be re-evaluated by the Project Director to determine if the agency will utilize allocated funds before the end of the project period. Any funds determined to be a surplus or found not to being used effectively will be redistributed to other agencies that can more effectively utilize the funds. Adjustments in the funding level; time period or scope of this agreement will be accomplished through written amendment(s) upon approval of the NAHSO Project Director and the Agency's Chief Enforcement Official.

The Agency is solely responsible for maintaining on file all NAHSO reimbursement documentation pertaining to this grant, for a minimum of four (4) years.

The agency is subject to a "Review of Claims Process" by either ADECA/LETS or NAHSO at any time during the course of this funding agreement. The purpose of the review is to ensure that the law enforcement agencies who receive overtime funding from ADECA/LETS are in compliance with their requirements for funding. Conducting periodic reviews will identify whether there are deficiencies in the claim submission process which may result in inaccurate claims.

Signature - Chief Elected Official
(Mayor, County Comm. Chairman, Univ. President)



Agency Chief Enforcement Official
(Chief, Sheriff)

City Council President

NAHSO Project Director

9/22/2016

Date

9/14/2016

Date

9/22/2016

Date

Date

ATTACHMENT A

WRITTEN OVERTIME POLICY

NAHSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes.

TIME SHEETS;

All hourly employees are required to record their hours worked on a time sheet.

WORK WEEK:

The normal work week shall begin at 12:01am on Monday and end at 12:00am on the following Sunday.

HOURS OF WORK:

A normal shift consists of 8 continuous hours with 1 hour for lunch. The Lunch hour shall be taken on (paid / unpaid) time.

OVERTIME PAY BEGINS:

- A. Overtime pay shall begin after 8 hours of continuous work for a given day.
- B. Overtime pay shall begin after 40 hours of work for a given WORK WEEK.

PAID HOURS NOT WORKED:

Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick days, allowable personal days, bereavement days or other days as designated by the GOVERNING ENTITY. Said paid hours (shall / shall not) count as hours worked for Purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE:

Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the Employee or 1.5 times the regular hourly rate for Holidays worked as designated by the GOVERNING ENTITY.

In the event that this policy is needed to apply to personnel that are paid on a Salary basis rather than an Hourly basis, the following shall apply:

Payment for overtime hours worked on Traffic Safety Grants by Salaried Employees of the GOVERNING ENTITY shall be considered an exception to the normal Payroll Policies of the GOVERNING ENTITY and shall apply ONLY to overtime hours that are reimbursed by NAHSO for Traffic Safety Projects.

To determine the "hourly rate" for Salaried Employees, their annual salary shall be divided by 2080 for such determination. The "hourly rate" thus determined shall then be used on Form 1 for that Employee.

It is the understanding of the below signed Chief Elected Official that this signed Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes in so far as it concerns payment of overtime funds as provided by the Traffic Safety grants covered by the Agreement for Overtime Funds even though it may or may not be the entire Overtime Policy of the GOVERNING ENTITY.

Chief Elected Official _____

Date 9/22/2016